

AGREEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of November, 1976,  
by and between: TOWNSHIP OF EWING, a municipality in the County of  
Mercer, State of New Jersey, hereinafter referred to as the "Employer",  
and EWING POLICE SUPERIOR OFFICERS ASSOCIATION, of Ewing Township,  
Trenton, New Jersey, hereinafter referred to as the "Association".

WHEREAS, the parties hereto have carried on collective bargaining  
negotiations for the purpose of developing and concluding a general  
agreement covering wages, hours of work and other conditions of  
employment of the Superior Officers, who are members of the Police  
Department of the Township of Ewing,

NOW THEREFORE, in consideration of these premises and mutual  
agreements herein contained, the parties hereto agree with each other  
with respect to the Employees of the Employer, as hereinafter defined,  
recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the sole and/or  
exclusive bargaining agent for the purpose of establishing salaries, wages,  
hours and other conditions of employment for all of its members.

Section 1.02

The bargaining unit shall consist of all Sergeants, Lieutenants,  
and the Captain, who are members of the Police Department of the  
Township of Ewing, County of Mercer, and State of New Jersey.

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#### Section 1.03

This Agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth except that it is recognized that the management of the Township, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, selecting and directing the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, consistent with N. J. S. A. 40A:14-19, et seq., transfer, and decide the number and locations of its facilities, stations, etc., to determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, contract or otherwise except as may be otherwise specifically limited by this Agreement.

#### Section 1.04

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketing, or willfull interference with the established procedures and policies, against or within the Township of Ewing and there shall be no lock out of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Association shall take the necessary steps to have the employees who participated in such action back to their jobs, forward copy of such order to the employer and use every means at its disposal to influence the employees to return to work.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

#### Section 2.01

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

#### Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

#### Section 2.03

The President of the Association or his designee shall participate in collective bargaining meetings called for the purpose of negotiation of collective bargaining agreement and will be excused from his work assignment, without loss of pay, for said collective bargaining meetings.

The Association may have an additional member participate in collective bargaining meetings called for the purpose of negotiation of collective bargaining agreement, but he will not be excused from his work assignment nor will he be paid for the loss of pay for said collective bargaining meetings. Said additional Association member may attend the aforementioned collective bargaining meetings provided that he shall not be on duty during the course of such negotiations.

### ARTICLE III

#### CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

##### Section 3.01

The Association President, or his designee, should be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. He shall not leave his work without first obtaining permission of his immediate supervisor, which permission shall not be unreasonably withheld.

### ARTICLE IV

#### EQUAL TREATMENT

##### Section 4. 01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities.

The Township and Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

### ARTICLE V

#### PAY TREATMENT FOR EXTENDED ILLNESS

##### Section 5.01 - SICK LEAVE

1. Members of the Association shall be entitled to receive full pay for a period of two hundred and fifty-one (251) working days for absence from work due to sickness as hereinafter defined. Sick leave is defined

to mean absence from duty of a member because of personal illness, accident or disability not service connected, by reason of which such member is unable to perform the usual duties of his position, provided that such sickness or disability was not the result of gross neglect or misconduct on the part of such member, and further provided that the Police Surgeon or Township Physician certified that said sickness, accident or disability prevents the member from carrying on the normal duties of a Superior Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) non-cumulative sick days per calendar year. In the event that any member of the Association is absent for more than twelve (12) days under the terms set forth herein, each day in excess of twelve (12) shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred and fifty-one (251) day period by adding the days less than twelve (12) not used in any one year to his accumulated total days, not to exceed two hundred and fifty-one (251) days.

#### Section 5.02 - DISABILITY LEAVE

Any member of the Association who is disabled by any injury incurred in the performance of his police duties or by illness as a direct result of or arising out of and in the course of his employment shall be granted a leave of absence with full pay for a period not to exceed one year. Any such work connected injury or illness convalescence time during the course of the one year shall not be charged against his sick leave allowance or holiday allowance. After the said one year, the employee shall have to

use his vacation or sick leave time for the additional time he is out.

In the event an injured employee receives temporary disability under Worker's Compensation during the course of the aforementioned one year, he is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured employee's full salary during the course of the one year, and in the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he shall not then receive his full pay but only the difference between the compensation pay and his full pay during the one year period of time.

Disability leave is defined to mean absence from duty of a member because of injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment by reason of which such member of the Association is unable to perform the usual duties of his position, provided that such disability was not the result of gross neglect or misconduct on the part of such member of the Association, and further provided that the Township Physician certified that said disability prevents the member of the Association from carrying on the normal duties of a Superior Officer.

## ARTICLE VI

### HOURS OF EMPLOYMENT

#### Section 6.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one day period.

## Section 6.02 - EMERGENCY

In any emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in 3.16 of the Revised Ordinances of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the discretion of the Mayor, the Police Chief, or their designated representatives and will not be subject to the grievance procedure.

## Section 6.03 - OVERTIME

Overtime shall be paid as follows:

1. Overtime for emergency call back duty should be paid on a time and one-half basis with a two hour minimum. Said overtime shall be calculated at the hourly rate equal to one and one-half times the employee's regular hourly rate. In the event that any of the aforementioned two hour minimum overlaps with the regular shift, at the moment the overlapping commences with the regular shift the employee is then to receive only his regular shift pay and not the overtime pay as aforementioned.

2. All overtime shall be paid at the rate of time and one-half except overtime referred to in paragraph 5 hereof with respect to standby alert and consistent with other provisions of this section.

3. All overtime must be approved by the Chief of Police or his designated representative.

4. The first twenty (20) minutes of overtime during any regularly scheduled shift shall be non-payable. The time for all overtime, however,

in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from the time a member of the Association is personally contacted until he is relieved from duty. Standby alert shall be self-cancelling if the member of the Association is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the member of the Association is contacted, and said member of the Association so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to members commencing at the time the individual is required to be in Court and extending to the end of each member's court case as verified by the Court Clerk. Said overtime shall be paid only to those members who are required by the Court to appear on their off-duty time. Members who schedule court on their off-duty time will not be compensated. Additionally, reasonable travel time from the Ewing Township Police Headquarters to the particular Municipal Court and back to the Ewing Township Police Headquarters shall be compensated as overtime.

7. Overtime for Grand Jury appearances shall be paid to off-duty members of the Association beginning fifteen minutes before the subpoena scheduled time and extending to fifteen minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury on that particular day. Reasonable travel time to and from the Grand Jury from the Ewing Township Police Headquarters shall be considered as overtime.

9. Overtime records shall be maintained by the Employer.

Each member of the Association may examine his own records which will be made available to him at reasonable times.

#### Section 6.04 - SCHOOLING TIME

Police officers attending required departmental training courses, weapons firing and seminars outside of and in addition to their normal work duty will receive solely regular time pay.

#### Section 6.05 - TOURS OF DUTY

The tours of duty shall continue as they are currently in force, except as the Township may from time to time, reasonably alter and change same, provided however, reasonable notice be given to the members affected, except in case of an emergency.

### ARTICLE VII

#### RULES AND REGULATIONS

##### Section 7.01

All regulations and rules now in effect shall so remain and the employer shall adopt reasonable and necessary rules and regulations of work and conduct for employees. Such rules shall be equitably applied and enforced. Said rules and regulations are to be legally and properly adopted and this section does not waive any rights that the members may have to challenge the legality, reasonableness, constitutionality, or propriety of any of the rules or regulations.

### ARTICLE VIII

#### WAGES

##### Section 8.01

Each employee covered by this Agreement for the period of January 1, 1976 to December 31, 1976 shall receive a wage increase based

upon his annual salary as of December 31, 1975 as set forth below:

- a) 1975 annual salary 0 - \$10,000.00: 7% on their annual base to a maximum of \$700.00;
- b) 1975 annual salary \$10,001.00 - \$15,000.00: \$700.00 plus 5% of the difference on the annual base salary over \$10,000.00 to a maximum of \$250.00;
- c) 1975 annual salary \$15,001.00 and up: \$950.00 plus 3% of the difference on the annual base salary over \$15,000.00;

All employees covered by this Agreement will receive the above salary increase retroactive to January 1, 1976.

The pay scales for all of the employees covered by this Agreement for the year 1976 are set forth in Appendix A attached hereto.

With regard to wages for the year 1977, the parties agree to negotiate said wages commencing December 15, 1976.

## ARTICLE IX

### HOLIDAYS

#### Section 9.01

It is recognized by both parties that employees of the Police Department may not by reasons of Departmental business enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each employee of the Police Department will receive a full day's pay in addition to his regular salary for thirteen (13) holidays.

#### Section 9.02

All holiday pay is to be paid in two separate checks, the first not later than June 15th and the second not later than December 1st of the respective years.

ARTICLE X  
FUNERAL LEAVE

Section 10.01

All members of the Association shall be allowed the following time off:

(1) In the cases of death of Father, Mother, Grandfather, Grand-mother, Grandchild, Wife, Son, Daughter, Brother, Sister, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, from the day of death until the day of burial inclusive.

(2) In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, and Aunt and Uncle of an Officer's Wife, the day of burial only.

Section 10.02

Exceptions to this rule may be made when the deceased is to be buried in another City and the member of the Association would not be able to return in time for duty with a leave granted.

Section 10.03

It is to be fully understood, however, that before absenting themselves, they shall advise their superior officer of the dates which they will be absent as a result of the death and prior to receiving pay for the period of their absence shall verify in writing the relationship between the deceased and themselves and the days on which they were absent to the Chief of Police.

ARTICLE XI

VACATIONS

Section 11.01

All members of the Association are entitled to leave of absence (annual vacation) each year with pay as follows:

Sergeant:	22 working days
Lieutenant:	23 working days
Captain:	24 working days

Vacations may be taken between January 1st and December 15th in accordance with administrative practices of the Department.

#### ARTICLE XII

##### LONGEVITY PAY \*\*\* UNIFORM ALLOWANCE

###### Section 12.01

Each employee covered by this Agreement shall, for the year 1976, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

- a) After ten years of service ..... \$200.00
- b) After fifteen years of service ..... \$400.00
- c) After twenty years of service ..... \$600.00
- d) After twenty-five years of service ..... \$800.00

Each employee covered by this agreement shall, for the year 1977, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

- a) After nine years of service ..... \$200.00
- b) After fourteen years of service ..... \$400.00
- c) After eighteen years of service ..... \$600.00
- d) After twenty-two years of service ..... \$800.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the beginning of the next quarter of the prorated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full time permanent employees only and the amount to be paid shall be based upon the years of continuous service with the Township.

The parties hereto agree that longevity pay be included with the base salary for pension purposes solely.

Section 12, 02

The Township agrees to provide each employee covered by this Agreement uniform clothing and related items of a value not to exceed Three Hundred and Fifty (\$350.00) Dollars per annum. It is understood that if the employee obtains clothing and other related items less than Three Hundred and Fifty (\$350.00) Dollars he is not entitled to the difference in cash. It is further understood that of this aforementioned \$350.00 the employee covered by this Agreement may at his option use Seventy-five (\$75.00) Dollars toward dry cleaning at a dry cleaning establishment selected by the Township, and said dry cleaning bill is to be forwarded to the Township of Ewing. The Police Department will advise the employee when he reaches the sum of \$75.00. It is further understood that the Chief of Police has the right to pay the aforementioned \$350.00 or part of it in cash to the employees of the bargaining unit if he feels the same is operational advisable and to the best interest of all parties.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 13.01

The Township will provide at Township's expense hospitalization and medical insurance through the New Jersey State Plan or through any plan which is substantially equivalent to said Plan to each employee of the

bargaining unit and his dependents covered by this Agreement. Said Plan shall include the following coverage:

- 1) Comprehensive Blue Cross - 120 plan
- 2) Blue Shield 750 Plan and Rider
- 3) Group Major Medical Insurance with at least a \$25,000.00 limit.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### Section 14.01 - PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.

#### Section 14.02 - DEFINITION

The term grievance shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or order applicable to the Agency or department which employs the grievant which shall be limited to those matters affecting the terms and conditions of employment.

#### Section 14.03 - STEPS OF THE GRIEVANCE PROCEDURE

The following constitute the sole and exclusive method for solving grievances covered by this Agreement: